

April 25, 2011

Received & Inspected

MAY -2 2011

FCC Mail Room

Docket No. 02-6 "Request for Review"

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Washington, DC 20554

RE: George Crockett Academy BEN 54935  
FRN: 2051573  
471 Application number 755332  
SPIN 143031112

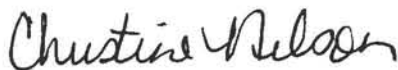
Ms. Dortch,

I am writing to request a review of funding for George Crockett Academy for Internet service. There was a transition in personnel when an error occurred and was not found until now.

Ms. Truman was the person filing forms for George Crockett Academy for the 2010 filing year. I appears that Ms. Truman accidentally requested a one time charge of \$435 for Internet services from V2Venture/Proficient. When in reality there is a \$435 charge monthly. The attachment 21 was a contract that indicated the monthly charge. The PIA reviewer apparently did not catch the error. Only when reviewing paperwork for wrapping up this school year did I catch it. I am requesting that this situation be reviewed again to consider funding of \$435 billed each month.

Thank you for your time and consideration in this matter. If you have any questions, please email me at [christine.nelson@leonagroup.com](mailto:christine.nelson@leonagroup.com) or call me at 517-203-3738.

Sincerely,



Christine Nelson

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ARE MADE WITH RESPECT TO THE SERVICES OR ANY CONTENT OR SOFTWARE THEREIN.

**Confidential Information.** Client shall hold confidential and shall not use or permit others to use any confidential information identified as such in writing or orally by Proficient, or information which Client knows or has reason to know is confidential, proprietary or trade secret information of Proficient.

**Force Majeure.** Client shall not hold Proficient liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, modification, termination or cancellation for any reason of any of its Services related quotes or agreements with third parties, transportation difficulties, labor disputes, riots, war, fire, epidemics and similar occurrences.

**Limitation of Liability.** Notwithstanding anything contained in this Agreement or otherwise, Proficient will not be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory (i) for any amount in excess of the amount due from Client for the Services for the 1 month period immediately prior to the date the cause of action arose or (ii) for any incidental, consequential, exemplary or punitive damages of any kind, including, without limitation, loss of data or files, lost profit, loss of goodwill, time, savings or revenue.

**Miscellaneous.** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be voluntarily extended for up to 3 one or more year extensions pursuant to a subsequent agreement by the parties. This Agreement is not assignable, transferable or sublicensable by Client except with Proficient's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to the conflict of laws provisions thereof. Both parties agree this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all modifications must be in a writing signed by both parties, except as otherwise provided herein. Proficient may assign this Agreement to any present or future parent, affiliate, wholly owned subsidiary, or successor at any time. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind Proficient in any respect whatsoever. In the event of a breach of this Agreement, or a dispute with respect hereto, which cannot be settled by the parties through negotiation, the parties agree to submit the matter to any Court in St. Louis County, Missouri having jurisdiction over these matters, or, if such court is unavailable or such Court deems it does not have proper jurisdiction, the parties agree to submit the matter to binding arbitration in St. Louis County, Missouri, pursuant to the Commercial Rules of the American Arbitration Association. In addition, the prevailing party shall be entitled to recover costs and attorneys' fees. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement is subject to other terms and conditions as may be posted from time to time at [www.proficienttel.com](http://www.proficienttel.com) or any subsequently designated website. In the event of a conflict between this Agreement and the posted terms and conditions, the terms of this Agreement shall govern. Client shall pay any applicable federal, state or locally mandated or allowed taxes (except taxes on Proficient income), and any surcharges, fee, user fees, and universal service contributions related to the Services provided pursuant to this Agreement that Proficient may choose to pass through. This Agreement has been negotiated at arm's length and any ambiguity shall not be interpreted against the party that drafted it. All provisions shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement. All headings contained herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. CLIENT RECOGNIZES AND AGREES THAT THE WARRANTY, LIABILITY AND REMEDY DISCLAIMERS AND LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT, THAT WITHOUT THEM PROFICIENT WOULD NOT ENTER INTO THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND



REFLECTED IN THE DECISION BY COMPANY TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement

V2 Ventures, LLC d/b/a Proficient Telecom

Client

By: Tom Jordan

By: Deb Fett

Print: Tom Jordan

Print: Deb Fett

Title: Ops

Title: Head of Technology

Address: 29299 Franklin Road

Address: 4851 14<sup>th</sup> St

Southfield, MI 48034

Detroit, MI 48208

Phone: 800-734-7477

Phone: 313-896-6078

Fax: 314-921-8265

Fax: \_\_\_\_\_



**Exhibit "A" – Proficient Provided Hardware and Services**

Proficient is providing Client the following equipment per the **BASIC INTERNET SERVICES AGREEMENT AND TERMS & CONDITIONS**. This equipment will be configured and installed by Proficient, at the prices listed below, at Client's location, the address for which is provided above. Once installed at Client's location, the equipment will be operated, and maintained by Client and the original equipment manufacturers warranty shall apply.

The following equipment & additional service is being provided:

Proficient will provide use of the required router

Configuration of WAN side of the router

Client or their representative will:

Otherwise configure the LAN side of the router